

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

TRAVELODGE HOTELS, INC.,	)	CASE NO. C-1-01 784
	)	
Plaintiff,	)	JUDGE WEBER
	)	
v.	)	
	)	
GOPAL GOVAN,	)	
	)	<b><u>SUPPLEMENTAL AFFIDAVIT OF</u></b>
Defendant/Third-Party	)	<b><u>STEVEN A. GOLDFARB REGARDING</u></b>
Plaintiff,	)	<b><u>AWARD OF ATTORNEYS' FEES AND</u></b>
	)	<b><u>COSTS TO PLAINTIFF</u></b>
v.	)	
	)	
	)	
CINCINNATI TRAVELODGE,	)	
	)	
	)	
Third-Party Defendant.	)	
	)	

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

I, STEVEN A. GOLDFARB, being first duly sworn, depose and state as follows:

1. I am more than twenty-one years of age and I am competent to make this Affidavit.

2. I am a partner in the law firm of Hahn Loeser & Parks LLP ("HLP") in Cleveland, Ohio, which represents Plaintiff Travelodge Hotels, Inc. ("THI") in the instant matter. As such, I have personal knowledge of all matters testified to herein.

3. HLP has been regional litigation counsel to THI's parent company and its eight hotel subsidiary brands for over six years, and HLP is well known as being one of the most experienced and successful franchise litigation groups in the region.

4. For example, HLP represented Ramada Franchise Systems, Inc. in the case captioned as *Ramada Franchise Systems, Inc. v. Hanna Hotel Enterprises, Inc.*, 147 F. Supp.2d 840 (N.D. Ohio 2001), in which the court granted summary judgment in favor of Ramada Franchise Systems, Inc. ("RFS") and awarded it over \$214,000 in damages, including the full amount of its attorneys' fees and costs. A copy of the docket for this case is attached hereto as Exhibit 1.

5. THI has incurred attorneys' fees in connection with this matter in the total amount of \$65,645.00 as of March 3, 2004, and has incurred costs in connection with this matter in the total amount of \$4,163.57 as of March 3, 2004. The invoices identifying the attorneys' fees and costs incurred by THI in this matter as of March 3, 2004 are attached as an exhibit to my affidavit dated March 8, 2004 which is an exhibit to THI's Submission of Evidence in Support of Award of Attorneys' Fees and Costs which was filed on March 8, 2004 (ECF #67).

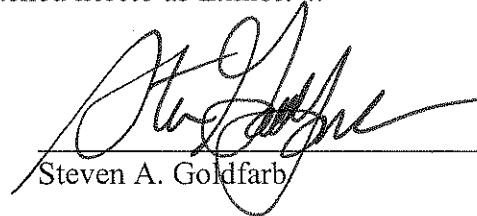
6. As reflected in the invoices, THI spent approximately \$1,531 to draft a motion for a temporary restraining order ("TRO Motion") in October 2001. The motion was reasonable and justified because Govan was wrongfully using the Travelodge Marks in October 2001 when the motion was drafted, as conceded by Govan in his deposition. *See* Deposition Testimony of Gopal Govan at pp. 223-28, a copy which is attached hereto as Exhibit 2.

7. Prior to filing the TRO Motion, however, THI decided to have another inspection of the Facility performed to confirm that the Facility was still wrongfully using the Travelodge Marks. *See* October 30, 2001 Post-termination Inspection, a copy of which is attached hereto as

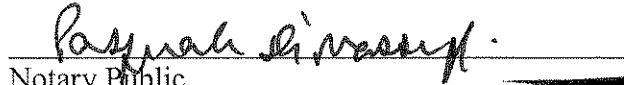
Exhibit 3. The subsequent post-termination inspection report revealed that Govan had substantially, but belatedly, de-identified the property. Accordingly, THI decided not to file the TRO Motion.

8. As reflected in the April 29, 2003 invoice, THI incurred a cost of \$1,831.05 for what is identified as "outside photocopy." However, \$1,815.05 of that amount reflects one-half of the total court reporting cost for Govan's deposition as agreed between THI and Cincinnati Travelodge. A copy of the court reporter's invoice is attached hereto as Exhibit 4.

FURTHER AFFIANT SAYETH NAUGHT.

  
Steven A. Goldfarb

SWORN TO AND SUBSCRIBED in my presence  
this 5 day of April 2004.

  
Notary Public

